

# EXHIBIT H



**U.S. Department of Justice**

*United States Attorney  
District of Massachusetts*

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*John Joseph Moakley U.S. Courthouse, Suite 9200*

*1 Courthouse Way  
Boston, Massachusetts 02210*

*Writer's Direct Dial Number:  
(617) 748-3272  
Telecopier: (617) 748-3971*

August 21, 2009

Eric T. Gortner, Esq.  
Kirkland & Ellis LLP  
200 E. Randolph Street  
74th Floor  
Chicago, IL 60601

Re: United States of America ex rel. Ven-a-Care of the Florida Keys, Inc. v.  
Boehringer Ingelheim Corp., et al., Civil Action No. 07-10248-PBS, MDL  
No. 1456

Dear Eric:

The United States is prepared to produce to the defendants in the above-referenced action ("the Litigation"), Roxane Laboratories, Inc., n/k/a Boehringer Ingelheim Roxane, Inc., Roxane Laboratories, Inc., Boehringer Ingelheim Corporation, and Boehringer Ingelheim Pharmaceuticals, Inc. (collectively, the "Boehringer/Roxane defendants") copies of certain Red Book CD ROMs, listed in the attached schedule (the "Red Book CDs"). As you may know, the use and reproduction of these CD ROMs are restricted under the terms of licensing agreements between Red Book and the DMERCs from whom the CDs originate. The United States has reached agreement with Thompson Reuters Healthcare (the owner of Red Book) that these materials may be reproduced and used in this Litigation, subject to certain conditions. A copy of the letter-agreement between the United States and Thompson Reuters Healthcare is enclosed for your information. The conditions include that any defendant receiving copies of these CDs agree to terms and conditions that restrict the use and copying of the CDs, as set forth below. Accordingly, please indicate the agreement of the Boehringer/Roxane defendants to the terms and conditions set forth below, by co-signing this letter and returning the signed copy to me.

Eric T. Gortner, Esq.

August 21, 2009

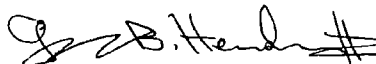
Page 2

Terms and Conditions

The Boehringer/Roxane defendants agree that any copying and/or use of the Red Book CDs shall be made solely for the purposes of the Litigation and for no other purpose. The Boehringer/Roxane defendants further agree that any use or disclosure of any information in the Red Book CDs, except to the extent permitted in the preceding sentence, is prohibited and subject to the terms of the Protective Orders entered by the Court in the Litigation.

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Sincerely,



George B. Henderson, II  
Assistant U.S. Attorney

Agreed To:



Eric T. Gortner, Esq.  
On Behalf of the Boehringer/Roxane Defendants

cc: Thomas Cahill  
Joan Rosenstock

**Schedule of Red Book Quarterly CDs**

1997	Oct	Palmetto	Vol. 6 CD
1998	Jan	Palmetto	Vol. 7 CD
1998	Jul	Palmetto	Vol. 9 CD
1999	Mar	Palmetto	Vol. 12 CD
1999	Jul	Palmetto	Vol. 13 CD
1999	Oct	Palmetto	Vol. 14 CD
2000	Apr	Palmetto	Vol. 16 CD
2000	Jul	Palmetto	Vol. 17 CD
2000	Oct	Palmetto	Vol. 18 CD
2001	Jan	Palmetto	Vol. 19 CD
2001	Apr	Palmetto	Vol. 20 CD
2001	Jul	Palmetto	Vol. 21 CD
2001	Oct	Palmetto	Vol. 22 CD
2002	Jan	Palmetto	Vol. 23 CD
2002	Apr	Palmetto	Vol. 24 CD
2002	Oct	CIGNA	Vol. 26 CD, with floppy disc
2003	Jan	CIGNA	Vol. 27 CD
2003	Apr	CIGNA	Vol. 28 CD
2003	Jul	CIGNA	Vol. 29 CD
2003	Oct	CIGNA	Vol. 30 CD